

R. O. HEARN

IBLA 76-118

Decided October 15, 1975

Appeal from rejection of oil and gas lease offer ES 13298 by the Eastern States Office of the Bureau of Land Management.

Set aside and remanded.

1. Oil and Gas Leases: Applications: Generally -- Oil and Gas Leases: Applications: Description -- Oil and Gas Leases: Applications: Reinstatement

Where an over-the counter oil and gas lease offer is rejected because the applicant did not specify which of the described tracts he wanted the offer to include, he is presumed to have applied for all the tracts. Where on appeal he asserts that he desired to lease all the described lands, the decision will be reversed.

Appearances: R. O. Hearn, pro se.

OPINION BY ADMINISTRATIVE JUDGE STUEBING

This is an appeal from a decision rejecting appellant's offer to lease for oil and gas certain acquired lands in Ohio, in T. 2 N., R. 6 W., Ohio River Survey. On the face of the offer form Hearn indicated that the offer was for "parts of sec. 1, 7, and 8," and he gave the total area as 145.2 acres. He then attached to each copy of the offer machine copies of the land descriptions from the two deeds which conveyed the lands to the United States. The descriptions identified the township and sections and described two of the tracts conveyed by metes and bounds and two by legal subdivision. The first description was of one tract in sections 1 and 7, and recited that it contained 19.082 acres, more or less. The second description was of a tract in section 7, described by metes and bounds and two more in section 8, described as regular surveyed subdivisions, and recited a combined acreage of 121.176 acres, more or less. In transmitting the offers to the Eastern States Office, Hearn indicated that he had prepared the offers with the help of the Forest Service (the acquiring agency).

By its decision of July 31, 1975, the Eastern States Office rejected the offer for the following stated reasons:

1. The desired lands are not specifically identified in the offer by surveyed subdivisions or by metes and bounds description, but copies of warranty deeds within the designated sections accompanied the offer.

We do not fully understand this reason. The descriptions were attached to the offer. The metes and bounds descriptions described specific tracts of land within specific surveyed sections, and other tracts were described as legal subdivisions of surveyed sections. The fact that the descriptions were cut from machine copies of the deeds violates no rule known to us, and probably insures accuracy. Unless there is some deficiency unknown to us and not stated in the decision, we cannot agree that the offer is deficient for the reason given.

2. The offeror did not indicate whether some or all of the tracts in the deeds were to be included in his offer.

Where an offeror describes several tracts of land in connection with his oil and gas lease offer, it will be presumed that he intends the offer to include all the lands described, absent any evidence to show otherwise. On appeal the appellant has indicated that the offer includes all of the described lands.

3. The total acreage of these tracts exceeds the acreage figure of 145.2 acres given in the offer. In fact, we have been unable to correlate any combination of these tracts to total the acreage applied for. (Emphasis added.)

The members of this Board have not attempted to trace and compute the dimensions and area of each of the several tracts according to the metes and bounds descriptions given. By the same token, it does not appear from the record before us that the Eastern States Office has done so either. However, by adding the stated acreages given in the descriptions, i.e., 19.082 acres plus 121.176 acres (the respective stated sums of all the individual tracts), we find the total to be 140.258 acres, a figure less than that stated in the offer.

We cannot account for the total acreage figure given by the offeror, nor the even greater error apparently made by the Eastern States Office. We can only hold that a minor miscalculation of the total acreage by the offeror is not a ground for rejection of the offer, as that figure is subject to adjustment by Bureau personnel in Block 3 of the lease offer form.

4. The decision characterizes the land descriptions as ambiguous".

We fail to perceive any ambiguity in the descriptions supplied. The metes and bounds descriptions appear to be appropriately tied to the nearest existing official survey corner, and two of the tracts are described as legal subdivisions, all in conformity with 43 CFR 3101.2-3.

This, however, does not constitute a finding that the descriptions given are accurate and adequate in every respect for the purpose of the offer. We merely conclude that the decision does not state any proper basis for rejection of the offer.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is reversed.

Edward W. Stuebing
Administrative Judge

We concur:

Anne Poindexter Lewis
Administrative Judge

Frederick Fishman
Administrative Judge

